



THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF  
San Jose, COUNTY OF Santa Clara, STATE OF CALIFORNIA,  
DESCRIBED AS 1070 Topaz, San Jose, CA

THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) June 1, 2015. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

**I. COORDINATION WITH OTHER DISCLOSURE FORMS**

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

**Substituted Disclosures:** The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures: \_\_\_\_\_

**II. SELLER'S INFORMATION**

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

**THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.**

Seller  is  is not occupying the Home.

**A. The subject property has the items checked below: \***

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> Range<br><input checked="" type="checkbox"/> Oven<br><input checked="" type="checkbox"/> Microwave<br><input checked="" type="checkbox"/> Dishwasher<br><input type="checkbox"/> Trash Compactor<br><input checked="" type="checkbox"/> Garbage Disposal<br><input checked="" type="checkbox"/> Washer/Dryer Hookups #2<br><input checked="" type="checkbox"/> Rain Gutters<br><input type="checkbox"/> Burglar Alarms<br><input checked="" type="checkbox"/> Carbon Monoxide Device(s)<br><input checked="" type="checkbox"/> Smoke Detector(s)<br><input type="checkbox"/> Fire Alarm<br><input type="checkbox"/> TV Antenna<br><input type="checkbox"/> Satellite Dish<br><input type="checkbox"/> Intercom<br><input type="checkbox"/> Central Heating<br><input type="checkbox"/> Central Air Conditioning<br><input type="checkbox"/> Evaporator Cooler(s)<br><br>Exhaust Fan(s) in _____<br><input type="checkbox"/> Gas Starter _____<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> Wall/Window Air Conditioning<br><input checked="" type="checkbox"/> Sprinklers<br><input checked="" type="checkbox"/> Public Sewer System<br><input type="checkbox"/> Septic Tank<br><input type="checkbox"/> Sump Pump<br><input type="checkbox"/> Water Softener<br><input checked="" type="checkbox"/> Patio/Decking<br><input type="checkbox"/> Built-in Barbecue<br><input type="checkbox"/> Gazebo<br><input type="checkbox"/> Security Gate(s)<br>2 Garage: #1, #3<br><input checked="" type="checkbox"/> Attached <input type="checkbox"/> Not Attached<br><input type="checkbox"/> Carport<br><input type="checkbox"/> Automatic Garage Door Opener(s)<br><input type="checkbox"/> Number Remote Controls _____<br><input type="checkbox"/> Sauna<br><input type="checkbox"/> Hot Tub/Spa:<br><input type="checkbox"/> Locking Safety Cover | <input type="checkbox"/> Pool:<br><input type="checkbox"/> Child Resistant Barrier<br><input type="checkbox"/> Pool/Spa Heater:<br><input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric<br><input checked="" type="checkbox"/> Water Heater:<br><input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric<br><input type="checkbox"/> Water Supply:<br><input checked="" type="checkbox"/> City <input type="checkbox"/> Well<br><input type="checkbox"/> Private Utility or Other _____<br><input type="checkbox"/> Gas Supply:<br><input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank)<br><input checked="" type="checkbox"/> Window Screens<br><input type="checkbox"/> Window Security Bars<br><input type="checkbox"/> Quick Release Mechanism on Bedroom Windows<br><input type="checkbox"/> Water-Conserving Plumbing Fixtures |
|--|---|--|
- 220 Volt Wiring in \_\_\_\_\_ Fireplace(s) in \_\_\_\_\_  
 Roof(s): Type: \_\_\_\_\_ Age: \_\_\_\_\_ (approx.)

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition?  Yes  No. If yes, then describe. (Attach additional sheets if necessary): \_\_\_\_\_

(\*see note on page 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( eb ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



B. Are you (Seller) aware of any significant defects/malfunctions in any of the following?  Yes  No. If yes, check appropriate space(s) below.

- Interior Walls  Ceilings  Floors  Exterior Walls  Insulation  Roof(s)  Windows  Doors  Foundation  Slab(s)
 Driveways  Sidewalks  Walls/Fences  Electrical Systems  Plumbing/Sewers/Septics  Other Structural Components

(Describe: \_\_\_\_\_)

If any of the above is checked, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

\*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

- 1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property . . . . .  Yes  No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property . . . . .  Yes  No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property . . . . .  Yes  No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. . . . .  Yes  No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes . . . . .  Yes  No
6. Fill (compacted or otherwise) on the property or any portion thereof . . . . .  Yes  No
7. Any settling from any cause, or slippage, sliding, or other soil problems . . . . .  Yes  No
8. Flooding, drainage or grading problems . . . . .  Yes  No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides . . . . .  Yes  No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements . . . . .  Yes  No
11. Neighborhood noise problems or other nuisances . . . . .  Yes  No
12. CC&R's or other deed restrictions or obligations . . . . .  Yes  No
13. Homeowners' Association which has any authority over the subject property . . . . .  Yes  No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No
15. Any notices of abatement or citations against the property . . . . .  Yes  No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) . . . . .  Yes  No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.): \_\_\_\_\_

- D. 1. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
2. The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials (   *W*   ) ( \_\_\_\_\_ )



Property Address: 1070 Topaz, San Jose, CA

Date: June 1, 2015

Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.

Seller Le Nguyen Sofir Trustee

Date 6/11/2015

Seller \_\_\_\_\_ Date \_\_\_\_\_

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
Agent notes no items for disclosure.
Agent notes the following items:

Agent (Broker Representing Seller) Scott Kilpatrick (Please Print)

By [Signature] (Associate Licensee or Broker Signature) Scott A Kilpatrick

Date 6/11/15

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
Agent notes no items for disclosure.
Agent notes the following items:

Agent (Broker Obtaining the Offer) \_\_\_\_\_ (Please Print)

By \_\_\_\_\_ (Associate Licensee or Broker Signature)

Date \_\_\_\_\_

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller [Signature] Date 6/11/15 Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

Agent (Broker Representing Seller) Scott Kilpatrick (Please Print)

By [Signature] (Associate Licensee or Broker Signature) Scott A Kilpatrick

Date 6/12/15

Agent (Broker Obtaining the Offer) \_\_\_\_\_ (Please Print)

By \_\_\_\_\_ (Associate Licensee or Broker Signature)

Date \_\_\_\_\_

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**SELLER PROPERTY QUESTIONNAIRE**  
(C.A.R. Form SPQ, Revised 11/13)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed or when no TDS is required.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 1070 Topaz, Assessor's Parcel No. 299-18-093 situated in San Jose, County of Santa Clara California ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
- Something that you do not consider material or significant may be perceived differently by a Buyer.
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time.
- If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing. A broker cannot answer the questions for you or advise you on the legal sufficiency of any answers or disclosures you provide.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
- If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
- Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
- Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

**A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...**

1. Within the last 3 years, the death of an occupant of the Property upon the Property .....  Yes  No
  2. An Order from a government health official identifying the Property as being contaminated by methamphetamine. (If yes, attach a copy of the Order.) .....  Yes  No
  3. The release of an illegal controlled substance on or beneath the Property .....  Yes  No
  4. Whether the Property is located in or adjacent to an "industrial use" zone .....  Yes  No  
(In general, a zone or district allowing manufacturing, commercial or airport uses.)
  5. Whether the Property is affected by a nuisance created by an "industrial use" zone. ....  Yes  No
  6. Whether the Property is located within 1 mile of a former federal or state ordnance location. ....  Yes  No  
(In general, an area once used for military training purposes that may contain potentially explosive munitions.)
  7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision. ....  Yes  No
  8. Insurance claims affecting the Property within the past 5 years .....  Yes  No
  9. Matters affecting title of the Property .....  Yes  No
  10. Material facts or defects affecting the Property not otherwise disclosed to Buyer .....  Yes  No
- Explanation, or  (if checked) see attached;

**B. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...**

1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims) .....  Yes  No
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service) .....  Yes  No

Buyer's Initials ( ) ( )

Seller's Initials ( JD ) ( )



- 3. Any part of the Property being painted within the past 12 months.  Yes  No
- 4. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule.  Yes  No

Explanation: #1 JUST replaced all exterior windows.  
 #3 JUST PAINTED the exterior property 6/2015  
 #4 removed popcorn ceiling but for lead paint or asbestos.

**C. STRUCTURAL, SYSTEMS AND APPLIANCES:** ARE YOU (SELLER) AWARE OF...

- 1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances.  Yes  No
- 2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s).  Yes  No
- 3. An alternative septic system on or serving the Property.  Yes  No

Explanation: #1 replaced water heater approximately 2 years ago,

**D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT:** ARE YOU (SELLER) AWARE OF...

- 1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs.  Yes  No

Explanation:

**E. WATER-RELATED AND MOLD ISSUES:** ARE YOU (SELLER) AWARE OF...

- 1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property.  Yes  No
- 2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or affecting the Property.  Yes  No
- 3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood.  Yes  No

Explanation: #1 tenant on #3 has mold in the bathroom. It was clean and repainted.

**F. PETS, ANIMALS AND PESTS:** ARE YOU (SELLER) AWARE OF...

- 1. Pets on or in the Property.  Yes  No
- 2. Problems with livestock, wildlife, insects or pests on or in the Property.  Yes  No
- 3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above.  Yes  No
- 4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above.  Yes  No

Explanation: If so, when and by whom

**G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS:** ARE YOU (SELLER) AWARE OF...

- 1. Surveys, easements, encroachments or boundary disputes.  Yes  No
- 2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage.  Yes  No

Buyer's Initials ( ) ( )

Seller's Initials ( [Signature] ) ( )



3. Use of any neighboring property by you .....  Yes  No  
Explanation: #2 shared driveway with next door neighbor

**H. LANDSCAPING, POOL AND SPA:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Diseases or infestations affecting trees, plants or vegetation on or near the Property .....  Yes  No
- 2. Operational sprinklers on the Property .....  Yes  No
  - (a) If yes, are they  automatic or  manually operated.
  - (b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system .....  Yes  No
- 3. A pool heater on the Property .....  Yes  No  
If yes, is it operational? .....  Yes  No
- 4. A spa heater on the Property .....  Yes  No  
If yes, is it operational? .....  Yes  No
- 5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired .....  Yes  No  
Explanation: no irrigation in front, replaced timer on 6/10/15

**I. CONDOMINIUMS, COMMON INTEREST AND DEVELOPMENTS AND OTHER SUBDIVISIONS:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property .....  Yes  No
  - 2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the property .....  Yes  No
  - 3. Any improvements made on or to the property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement .....  Yes  No
- Explanation: \_\_\_\_\_

**J. TITLE, OWNERSHIP AND LEGAL CLAIMS:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Any other person or entity on title other than Seller(s) signing this form .....  Yes  No
  - 2. Leases, options or claims affecting or relating to title or use of the Property .....  Yes  No
  - 3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood .....  Yes  No
  - 4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity .....  Yes  No
- Explanation: \_\_\_\_\_

**K. NEIGHBORHOOD:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife .....  Yes  No  
Explanation: seller does not live on site, does not visit often.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
SPQ REVISED 11/13 (PAGE 3 OF 4)

Seller's Initials ( (C) ) ( \_\_\_\_\_ )



**L. GOVERNMENTAL:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property . . . . .  Yes  No
- 2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. . . . .  Yes  No
- 3. Existing or contemplated building or use moratoria that apply to or could affect the Property . . . . .  Yes  No
- 4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property . . . . .  Yes  No
- 5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals . . . . .  Yes  No
- 6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed . . . . .  Yes  No
- 7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property . . . . .  Yes  No
- 8. Whether the Property is historically designated or falls within an existing or proposed Historic District . . . . .  Yes  No

Explanation: \_\_\_\_\_

**M. OTHER:**

**ARE YOU (SELLER) AWARE OF...**

- 1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property. . . . .  Yes  No  
(If yes, provide any such documents in your possession to Buyer.)
- 2. Any occupant of the Property smoking on or in the Property. . . . .  Yes  No
- 3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer . . . . .  Yes  No

Explanation: #2 seller not aware if any smoke on site  
#1 property inspection and pest report provided to  
Buyer by seller paper by agent Jim on 6/11/15

VI.  (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller [Signature] Le Nguyer Sofir Trustee Date 6/11/2015

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.  
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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





**AGENT VISUAL INSPECTION DISCLOSURE  
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**  
For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 11/13)

This inspection disclosure concerns the residential property situated in the City of San Jose, County of Santa Clara, State of California, described as San Jose, CA 1070 Topaz ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # 1. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Scott Kilpatrick of DTZ

**California law requires**, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

**California law does not require** the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

**Agent Inspection Limitations:** Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

**Roof and Attic:** Agent will not climb onto a roof or into an attic.

**Interior:** Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

**Exterior:** Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

**Appliances and Systems:** Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

**Size of Property or Improvements:** Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

**Environmental Hazards:** Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

**Off-Property Conditions:** By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

**Analysis of Agent Disclosures:** For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

**What this means to you:** An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials (      ) (      )

Seller's Initials ( SK ) (      )

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**AVID REVISED 11/13 (PAGE 1 OF 3)**

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)**



1070 Topaz

Property Address: San Jose, CA

Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # 1

Inspection Performed By (Real Estate Broker Firm Name) Scott Kilpatrick of DTZ

Inspection Date/Time: \_\_\_\_\_ Weather conditions: Fair to midland

Other persons present: Owner and owner's friend

**THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:**

**Entry** (excluding common areas): standard

**Living Room:** Large living room in good shape

**Dining Room:** attached to kitchen

**Kitchen:** updated countertops

**Other Room:** Private patio off kitchen

**Hall/Stairs** (excluding common areas): carpet

**Bedroom # 1 :** average

**Bedroom # 2 :** average with walk in closet

**Bedroom # \_\_\_\_\_ :**

**Bath# 1 :** updated coutetrops

**Bath# \_\_\_\_\_ :**

**Bath# \_\_\_\_\_ :**

**Other Room:**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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AVID REVISED 11/13 (PAGE 2 OF 3)

Seller's Initials (Signature) ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

**AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 2 OF 3)**

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

1070 Topaz SJ



Property Address: 1070 Topaz San Jose, CA Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # 1.

Other Room: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Garage/Parking (excluding common areas): Unit has access to single car garage

Exterior Building and Yard -Front/Sides/Back: \_\_\_\_\_  
\_\_\_\_\_

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_  
\_\_\_\_\_

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Associate Licensee or Broker)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER [Signature] Le Nguyen Sotir Trustee Date 6/11/15  
SELLER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) Scott Kilpatrick of DTZ  
By [Signature] Scott A Kilpatrick (Associate Licensee or Broker Signature) Date 6/11/15

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Associate Licensee or Broker Signature)

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AVID REVISED 11/13 (PAGE 3 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
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OF REALTORS®

**AGENT VISUAL INSPECTION DISCLOSURE  
(CALIFORNIA CIVIL CODE § 2079 ET SEQ.)**  
For use by an agent when a transfer disclosure statement is  
required or when a seller is exempt from completing a TDS  
(C.A.R. Form AVID, Revised 11/13)

This inspection disclosure concerns the residential property situated in the City of San Jose, County of Santa Clara, State of California, described as San Jose, CA 1070 Topaz ("Property").

This Property is a duplex, triplex, or fourplex. This AVID form is for unit # 3. Additional AVID forms required for other units.

Inspection Performed By (Real Estate Broker Firm Name) Scott Kilpatrick of DTZ

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals. The duty applies regardless of whom that Agent represents. The duty applies to residential real properties containing one-to-four dwelling units, and manufactured homes (mobilehomes). The duty applies to a stand-alone detached dwelling (whether or not located in a subdivision or a planned development) or to an attached dwelling such as a condominium. The duty also applies to a lease with an option to purchase, a ground lease or a real property sales contract of one of those properties.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
- Areas off site of the property
- Public records or permits
- Common areas of planned developments, condominiums, stock cooperatives and the like.

**Agent Inspection Limitations:** Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do. What follows is a non-exclusive list of examples of limitations on the scope of the Agent's duty.

**Roof and Attic:** Agent will not climb onto a roof or into an attic.

**Interior:** Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

**Exterior:** Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

**Appliances and Systems:** Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

**Size of Property or Improvements:** Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

**Environmental Hazards:** Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

**Off-Property Conditions:** By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

**Analysis of Agent Disclosures:** For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

**What this means to you:** An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, **BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.**

Buyer's Initials (      ) (      )

Seller's Initials (SK) (      )

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AVID REVISED 11/13 (PAGE 1 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

1070 Topaz  
Property Address: San Jose, CA

Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # 3.

Inspection Performed By (Real Estate Broker Firm Name) Scott Kilpatrick of DTZ

Inspection Date/Time: 05/27/2015 Weather conditions: Fair to midland

Other persons present: Owner and friend of owner

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): Entrance is clean, carpet and or tile in entry

Living Room: Large living room, currently has three cribs, it appears that tennat is doing some infant babysitting for friends or family. Carpet on floor

Dining Room: In Kitchen

Kitchen: Updated countertops in decent condition

Other Room: Private covered patio off the kitchen

Hall/Stairs (excluding common areas): carpet in hall way

Bedroom # 1 : Large room with walk in closet

Bedroom # 2 : Large room

Bedroom # \_\_\_\_\_ :

Bath# 1 :

Bath# \_\_\_\_\_ :

Bath# \_\_\_\_\_ :

Other Room: \_\_\_\_\_

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( SK ) ( \_\_\_\_\_ )

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AVID REVISED 11/13 (PAGE 2 OF 3)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Property Address: San Jose, CA

Date: \_\_\_\_\_

If this Property is a duplex, triplex, or fourplex, this AVID is for unit # 3

Other Room: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_

Garage/Parking (excluding common areas): This unit has access to a garage

Exterior Building and Yard -Front/Sides/Back: \_\_\_\_\_  
\_\_\_\_\_

Other Observed or Known Conditions Not Specified Above: \_\_\_\_\_  
\_\_\_\_\_

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection) \_\_\_\_\_  
By \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Associate Licensee or Broker)

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

SELLER [Signature] Le Nguyen Sotir Trustee Date 6/19/15  
SELLER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_  
BUYER \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Broker (Firm Representing Seller) \_\_\_\_\_  
By [Signature] Scott A Kilpatrick (Associate Licensee or Broker Signature) Date 6/11/15

Real Estate Broker (Firm Representing Buyer) \_\_\_\_\_  
By \_\_\_\_\_ (Associate Licensee or Broker Signature) Date \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA ASSOCIATION OF REALTORS®

WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 1070 Topaz, San Jose, CA

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord (Signature) Le Nguyen Sotir Trustee (Print Name) Date 6/4/2015

Seller/Landlord (Signature) (Print Name) Date

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant (Signature) (Print Name) Date

Buyer/Tenant (Signature) (Print Name) Date

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller/Landlord (Signature) Le Nguyen Sotir Trustee (Print Name) Date 6/4/2015

Seller/Landlord (Signature) (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant (Signature) (Print Name) Date

Buyer/Tenant (Signature) (Print Name) Date

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Reviewed by Date





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: 1070 Topaz, San Jose, CA

("Property").

**1. IMPORTANCE OF PROPERTY INVESTIGATION:** The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

**2. BROKER OBLIGATIONS:** Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

**3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.**

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer \_\_\_\_\_

Buyer \_\_\_\_\_

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BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CALIFORNIA ASSOCIATION OF REALTORS®

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [X] California Residential Purchase Agreement, [ ] Residential Lease or Month-to-Month Rental Agreement, or [ ] Other:

, dated 1070 Topaz, San Jose, CA, on property known as: ("Property") in which is referred to as Buyer or Tenant and Le Nguyen Sotir Trustee is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller of Landlord Le Nguyen Sotir Trustee Date 6/4/2015

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Buyer's/Tenant's Initials ( ) ( ) Reviewed by Date

